R. Des No. **File No.** 2

Collection No. I

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Mysore Residency
Bangalore

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P. 7.

Pros. / Serial Nos. 1 - 4

Subject.

Payment of arrears of Khist due from Mr. V. Chinnaswamy Mudaliar, Arrack Contractor of the Station.

Previous References.

7419-36
665-37
R.dis. 392-38

Later References.

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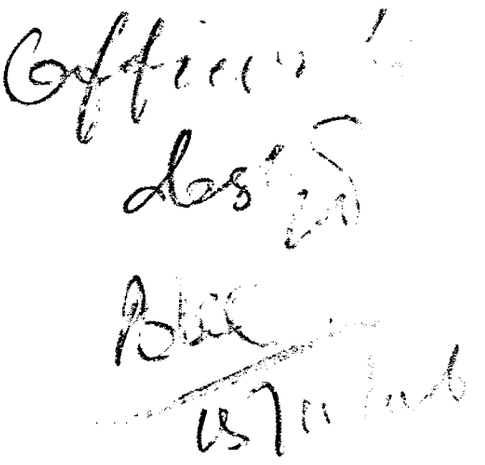
1940/46



CORRESPONDENCE.

(1)

OFFICE OF THE COLLECTOR,
CIVIL AND MILITARY STATION, BANGALORE.

Ref No. 3818-A-38. Enc./ *Dated* 19th December *193* 8.

FROM

C.F.V. Williams, Esq., I.C.S.,

COLLECTOR, CIVIL AND MILITARY STATION,
BANGALORE.

OFFICE OF THE RESIDENT IN MYSORE
BANGALORE 22/12
No. 12835

To

The Secretary to the Hon'ble the Resident in Mysore,

Bangalore.

SIR,

Arrears of khist - Arrack shops - payment of - Mr. V. Chinnaswamy Mudaliar - Your letter No. F.665-37/R.O.II, dated the 8th November 1937.

- - -

In your letter No.F.665-37/R.O.II, dated the 10th June 1937 the Hon'ble the Resident directed that Mr. Chinnaswamy Mudaliar should mortgage his property to the Government to the extent necessary to cover his indebtedness to Government. In your letter No.F.665-37/R.O.II, dated the 8th November 1937, the Hon'ble the Resident on my recommendation was pleased to dispense with the execution of a mortgage bond on condition that the remaining arrears were paid off at a satisfactory rate. I regret to report that this condition is not in my opinion being satisfied.

In his letter dated the 16th June 1937 when his arrears stood at Rs.1,25,000/- Mr. Chinnaswamy Mudaliar promised to reduce the arrears to Rs.60,000/- before the end of June 1938 and to clear off the balance before June 1940. He reduced the balance to Rs.60,000/- before the end of July, thereby substantially honouring the first part of his promise, but since then has been paying only at the rate of Rs.1000/- per mensem. At this rate it will take him four years to pay off the

balance, and I cannot regard this rate of payment as satisfactory.

I have informed Mr. Chinnaswamy Mudaliar accordingly but have not received a satisfactory reply. I enclose for information a copy of his last letter dated the 12th December 1938. As I have already told him, his deposit of Rs.26,000/- to which he refers is required under the rules as a cover for his current rental and cannot be set-off against his arrears. Excluding this amount, his arrears will stand at Rs.37,000/- in June 1940 if he repays only at the rate of Rs.1000/- per mensem.

page 3 infra

I have come to the conclusion after careful consideration that the only way to ensure the collection of these arrears at a satisfactory rate is to require repayment at a specified rate of Rs. 2000/- per mensem and in default the immediate execution of a mortgage bond. I recommend that the conditions adumbrated in your letter be amended accordingly with effect from the 1st January 1939 i.e. the first payment of Rs.2000/- will fall due on the 1st February 1939.

SN. 14/C.P. 50
Ji 665-37
(C)

I have the honour to be,

Sir,

Your most obedient servant,

COLLECTOR.

DESPATCHED
21 DEC. 1938

Letter dated the 12th December 1938, from Mr. V. Chinnaswmay Mudaliar, Contractor, Jewellers' Street, Bangalore, to the Collector, Civil and Military Station, Bangalore.

------:0:----

Arrears of khist - payment of - your memorandum No.3818-A-38 dated the 3rd December 1938.

The balance of arrears outstanding against me on this day is Rs.56,000/-. In my letter dated the 16th June 1937 to your honour, I promised to reduce my outstandings to Rs.60,000/- by the end of June 1938 and pay the balance during the remaining two years of my contract. In obedience to your honour's permission, I reduced the arrears to Rs.60,000/- at the end of July 1938. At the rate of Rs.1000/- a month, I will pay to the Government a sum of Rs.19,000/- during the period December 1938 to June 1940. After adjusting the sum of Rs.26,000/- kept in deposit on the expiry of my lease in June 1940, the arrears will stand only at Rs.11,000/-. In the meawhile if the arrack sales improve, I will increase the amount of my instalments. In any case, I shall clear off the arrears in full in June 1940.

S.N. 11/c.p.46
F 665-37
7 (c)

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"C o p y"

M. Ecchiappa

Sheristadar.

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DEPARTMENT. File No.

BRANCH. Serial No.

Draft ~~Letter~~ Memorandum ~~Telegram~~

Issued 19/1/39

Class for telegrams

Ordinary	*Only for Foreign Telegrams.
Express	
Urgent*	
Priority	†Not for Foreign Telegrams.
Clear Line†	

	To be issued on	Issued on
1st Reminder		
2nd Reminder		
3rd Reminder		
Heading :		
Case or Diary No.		
If post copy of telegram required		
Date of despatch of above		
List of enclosures		

~~(Code word for telegrams.)~~

S.N. 1/c.p.1
R.Dis.2-39

R.Dis.No.F.2-39
No. R.O. II. Dated 19/1/ 1939

To

The Collector,
C & M Station, Bangalore.

Subject:- Payment of arrears of khist due from Mr. V. Chinnaswamy Mudaliar, Arrack Contractor of the Station.

Reference your letter No. 3818-A-38, dated the 19th December 1938.

2. The Resident agrees that as Mr. Chinnaswamy Mudaliar has not been paying the arrears at a satisfactory rate, he should be required to pay the amount at a specified rate of Rs. 2000/- per mensem, commencing with the next payment which falls due on the 1st February 1939, and that in default he should be asked to execute a mortgage deed immediately.

(Sd) H. Trevelyan

SECY. TO THE RESIDENT.

S. 5.

MFP—1457 S&P—(M-2705)—25-2-38—6,000 Pads.

7-1-39 10 10.1.39

Original in R.D.F.2(2)-39. S.N.3

15

Letter from the Collector, Civil & Military Station, Bangalore, No.C.R.433/39, dated the 9th May 1939.

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Sale of arrack shops in the Civil and Military Station, Bangalore - Renewal of the contract for a further period - recommended - your memorandum R.Dis.No.F.392-38/R.O.II, dated the 28th June 1938.

The present period of contract of the arrack shops of the Station renewed in the name of Mr.V.Chinnaswamy Mudaliar will expire on the 30th June 1939. After some pressure from me, Mr.Chinnaswamy Mudaliar has been paying off his arrears at the rate of Rs.2,000/- per mensem from January 1939 in accordance with the orders contained in your Memorandum No.R.Dis. F.2-39/R.O.II, dated the 19th January 1939, and promises to pay at the same rate in future also. The balance of his arrears now stands at Rs.47,000/-.

I recommend that the Hon'ble the Resident be pleased to renew the contract in the name of Mr.V.Chinnaswamy Mudaliar for a further period of one year from the 1st July 1939 subject to the following conditions:-

(1) He should abide by the conditions of sale and special conditions applicable to all excise and opium licences published with Resident's Notification No.44, dated the 24th April 1937.

(2) He should sell arrack in the Station at 4 annas per dram during the period of this lease.

(3) He should pay off his arrears at the rate of Rs.2,000/- as directed by the Resident.

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"C O P Y"

to be retained in R.Dis.No.F.2(1)-39.

BJ

S N H

16

Original in R D F. 2(2)-39

FROM

THE SECRETARY

TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The Collector,
Civil and Military Station,
Bangalore.

MEMORANDUM No. R.Dis F. 2(2)-39 ~~Rxcx~~ G & A

Dated Bangalore, the 18 June *193* 9

SALE OF ARRACK SHOPS IN THE CIVIL AND MILITARY STATION, BANGALORE.

- - -

Reference your letter No.C.R.433/39, dated the 9th May 1939.

2. The Hon'ble the Resident is pleased to renew the contract for Rs.1,35,400/- in respect of the arrack shops in the Civil and Military Station, Bangalore, in the name of Mr.V.Chinnaswamy Mudaliar, for a further period of one year from the 1st July 1939 to the 30th June 1940, subject to the conditions noted below:-

(1) He should abide by the conditions of sale and special conditions applicable to all excise and opium licences published with Resident's Notification No.44, dated the 24th April 1937.

(2) He should sell arrack in the Station at 4 annas per dram during the period of this lease.

(3) He should pay off his arrears at the rate of Rs.2,000/- per mensem.

Sd. A.J.Courtney,
for SECRETARY TO THE RESIDENT.

Copy to be kept for R.Dis.No.F.2(1)-39.

BJ